

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

**JIM COOPER CONSTRUCTION
COMPANY, INC.,**

Plaintiff,

V.

C. FORD ELECTRIC, LLC,

Defendant.

CASE NO. CIV-23-691-D

DECLARATION

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, Lee Strickland, of lawful age, being first duly sworn, upon oath state as follows:

1. I am over 21 years of age, and I am competent to testify in a court of law. If called as a witness, I would and could testify competently to the matters set forth in this Affidavit.

2. I am Chief Financial Officer of Jim Cooper Construction Company, Inc. (“Jim Cooper”). I have personal knowledge of the matters set forth in this Affidavit or can testify to the matters set forth in this Affidavit based upon my review of the business records of Jim Cooper which are kept in the ordinary course of business of Jim Cooper.

3. On March 8, 2022, Jim Cooper hired Defendant C. Ford Electric, LLC as its electrical subcontractor to provide electrical design and engineering services (“the Services”) for the Wilshire Distribution Center project in Oklahoma City, Oklahoma (the

“Project”). Jim Cooper, as part of the engagement, needed a computer-aided design (“CAD”) file.

4. Defendant engaged a subcontractor to produce the CAD file. It invoiced Jim Cooper \$71,500.00 for the Services, which Jim Cooper paid. A copy of the invoice is attached hereto as Exhibit 1.

5. However, Defendant failed to pay its subcontractor for the work the subcontractor produced, i.e., the completed CAD file sought by Jim Cooper. The subcontractor advised Jim Cooper’s employees that Defendant was involved in a separate dispute with the subcontractor and that the CAD file would not be provided.

6. Because the CAD file was needed to go forward with the Project, Jim Cooper paid Defendant’s subcontractor to obtain the CAD file, which the subcontractor immediately provided.


7. On February 3, 2023, Defendant advised Jim Cooper that Defendant planned to refund the \$71,500.00 Jim Cooper had paid due to Defendant’s failure to perform.

8. To date, Defendant has failed to refund the money Defendant was paid by Jim Cooper for work Defendant never completed.

9. The amount due and owing to Jim Cooper remains \$71,500.00.

Pursuant to 28 U.S. Code § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on 11/2/2023



Lee Strickland

C. Ford Electric LLC

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 Oklahoma City, OK 73135
 +1 4058266986
 thisemailisnotmonitored@cfordelectric.com

**INVOICE****BILL TO**

Cooper Construction
 5004 5th Ave. South
 Birmingham, Alabama

INVOICE # 5250**DATE** 07/25/2022**DUE DATE** 08/24/2022**TERMS** Net 30**JOB DETAILS**

Wilshire Warehouse

PO #

CFEC00978

ACTIVITY**QTY****RATE****AMOUNT****Sales**

Wilshire Warehouse
 Design & Engineering

Sales

Building A

24,500.00

Sales

Building B

24,500.00

Sales

Building C

22,500.00

Thank you for allowing us the opportunity to serve you.

BALANCE DUE**\$71,500.00**